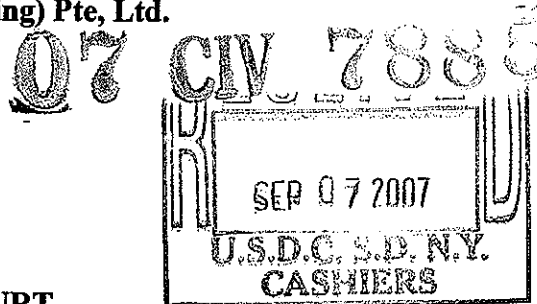


JUDGE CASTEL

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
PCL (SHIPPING) PTE, LTD.,

07-CIV-

Plaintiff,

- against -

VERIFIED COMPLAINT

BRITTANIA BULK, PLC,

Defendant.
-----X

Plaintiff, PCL (SHIPPING) PTE., LTD. ("PCL"), by its attorneys, Bennett, Giuliano, McDonnell & Perrone, LLP, complaining of the defendant BRITTANIA BULK PLC ("Brittania") herein, alleges upon information and belief as follows:

1. This is a case of Admiralty and Maritime jurisdiction, as hereinafter more fully appears, and is an Admiralty and Maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure.

2. At all times hereinafter mentioned, Plaintiff, PCL, was, and now is, a corporation or other business entity duly organized and existing under and by virtue of the laws of a foreign country, with an office and principal place of business outside the United States.

3. At all times hereinafter mentioned, defendant Britannia, was, and now is, a corporation or other business entity duly organized and existing under and by virtue of the laws of a foreign country, with an office and principal place of business in London.

4. On or before 20 June 2006, PCL and Britannia entered into a maritime contract, commonly referred to as a charter party, for the employment of the vessel ALPHA HAPPINESS.

5. On 26 June 2006 Britannia loaded a shipment of bunker fuel aboard the ALPHA HAPPINESS.

6. Shortly thereafter it was determined that 300 metric tons of bunker fuel loaded by Britannia was contaminated and caused damage to the Vessel's purifiers.

7. On September 10, 2006 the bunkers were off loaded by Britannia.

8. As a result of the bunker contamination, PCL suffered damages totaling \$33,192.23 directly relating to the bunker contamination.

9. Britannia has refused to pay the costs although they are due and owing under the terms of the charter party.

10. Because Britannia has refused to pay for the damages it caused, Britannia is in breach of the charter party.

LONDON ARBITRATION

11. Pursuant to the terms and conditions of the charterparty, all disputes between the parties herein are subject to London arbitration.

12. This action is expressly filed without prejudice to that right.

REQUESTED RELIEF

13. PCL seeks issuance of process of maritime attachment so that it may obtain security up to the amount of \$33,192.23 for its claims under the maritime contract.

14. The defendant can be found within this district, but is believed to have assets within this district consisting of cash, funds, freight, hire, credits in the hands of American Express Bank, JP Morgan Chase, Citibank, Bank of America, Bank of New York, BNP Paribas, Deutsche Bank, HSBC (USA) Bank, Fortis Bank and other New York City banks and financial institutions.

WHEREFORE, plaintiff prays:

1. That judgment in the sum of \$33,192.23 be entered in favor of PCL and against the defendant, together with interests and costs from the date of the defendant's breach of contract;

2. That process of maritime attachment and garnishment be issued and levied against cash, funds, and credits of defendants, in the hands of American Express Bank, JP Morgan Chase, Citibank, Bank of America, Bank of New York, BNP Paribas, Deutsche Bank, HSBC (USA) Bank, Fortis Bank or any other bank located in New York, New York, in the sum of \$33,192.23, and that process in due form of law according to the practice of this Honorable Court in cases of Admiralty and Maritime jurisdiction may issue against the defendants, citing them to appear and answer under oath all and singular the matters aforesaid.

3. That pursuant to Rule B of the Special Admiralty Rules of the Federal Rules of Civil Procedure the assets of defendants be seized; and,

4. That the plaintiff be granted such other, further, and different relief as in law and justice it may be entitled to receive.

Dated: September 5, 2007
New York, New York

Bennett, Giuliano, McDonnell & Perrone, LLP
Attorneys for PCL (Shipping) Pte, Ltd.

A handwritten signature in black ink, appearing to read 'W. R. Bennett, III', is written over a horizontal line.

William R. Bennett, III
225 West 34th Street, Suite 402
New York, New York 10122
(646) 328-0120

VERIFICATION

William R. Bennett, III, under the penalty of perjury states:

1. That he is a member of the firm of Bennett, Giuliano McDonnell & Perrone LLP, attorneys for the plaintiff herein; that he has read the foregoing Verified Complaint and knows the content thereof and that the same is true to the best of his knowledge, information and belief.
2. That the reason this verification is made by deponent and not by plaintiff is that plaintiff is a corporation and no officers or directors are within the district.
3. The sources of deponent's information and the grounds for his belief are statements made by and documents received from representatives of said corporation.


William R. Bennett, III (WB 1383)